

The Offices of  
Daniel L. Goodell

RECEIVED

AUG 17 1994

SUPERIOR REMEDIAL BRANCH

July 20, 1994

E.P.A. Region 10  
Office of Regional Counsel  
1200 Sixth Avenue, S.O. 1555  
Seattle, WA 98101

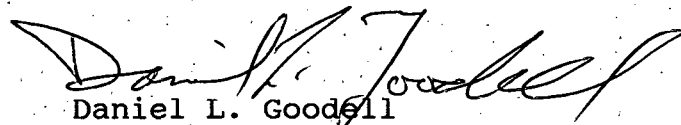
RE: Consent For Access/Hylebos Waterway

Dear Sir/Madam:

Enclosed is two original Consent For Access To Property agreements, one from Jones-Goodell Corporation and one from J&G Investments, a Partnership. Copies of these documents were Faxed to your office on Monday, July 18, 1994.

Should you have any questions, please feel free to call my message phone set forth below or my office number of (206)275-8399.

Very Truly Yours,

  
Daniel L. Goodell

Enclosures

RECEIVED  
JUL 22 1994

OFFICE OF REGIONAL COUNSEL  
EPA - REGION X

USEPA SF



1382513

**CONSENT FOR ACCESS TO PROPERTY**

Name: J&G INVESTMENTS

Address of Property: 1690 Marine View Drive

Tacoma, WA 98422

I consent to entry and continued access to property owned and controlled by me or my company, as more specifically described in the description attached to this agreement, by officers, employees and authorized representatives of the United States Environmental Protection Agency ("U.S. EPA"), and officers, employees and representatives of the Hylebos Cleanup Committee, which is performing Pre-Remedial Design Activities under an Administrative Order on Consent with U.S. EPA, for the following purposes:

To complete those tasks required for Pre-Remedial Design Activities of the Hylebos Waterway Problem Areas within the Commencement Bay Nearshore/Tideflats Site ("Site"), which may include, but are not limited to, the following:

- to conduct geophysical, bathymetric or intertidal bank surveys;
- to collect such soil, intertidal or marine sediment, surface water, groundwater and air samples, and take such photographs or other visual observations as may be determined to be necessary for pre-remedial design purposes;
- to perform such tests or studies as needed to evaluate the effectiveness of source control measures; and
- to perform studies or measurements as needed to determine the applicability of different technology

options for sediment disposal or source control effectiveness.

I also consent to entry and continued access to officers, employees and authorized representatives of the Washington Department of Ecology and the Natural Resource Trustees for purposes of overseeing Pre-Remedial Design Activities.

I will not knowingly interfere with the activities being conducted by the Hylebos Cleanup Committee, and will coordinate with EPA and the Hylebos Cleanup Committee, to the extent possible, to ensure that my operations on my property or personal property will not unreasonably obstruct access to my property or the property of third parties.

I realize that these actions by U.S. EPA are undertaken pursuant to its response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act (Superfund), 42 U.S.C. § 9601, et seq.

This written permission is given by me voluntarily with knowledge of my right to refuse and without threats or promises of any kind.


My consent to entry onto the property is conditioned upon my receiving at least two days' notice of the first sampling event and at least one calendar weeks' notice of subsequent sampling events when access will be necessary. My consent requires, as an additional condition, that activities permitted under this access agreement be carried out in such a manner as to not unduly

interfere with the property and my operations and uses of the property.

I understand that I am entitled to obtain a split sample of materials sampled on the property provided enough sampling material is available. I will provide U.S. EPA with at least two days' notice for the first sampling event and at least one calendar weeks' notice for subsequent sampling events if I desire to obtain split samples. I shall cooperate in the coordination of the split sampling. I shall provide U.S. EPA with a copy of the written reports of the split sampling.

My consent requires, as an additional condition, that upon my request, I receive a copy of the written reports of sampling taken under the authority of this agreement. I agree to pay a reasonable fee to cover the cost of copying documents containing the results of sampling.

This consent shall be effective upon my signature. This consent can be revoked by me for good cause. I agree to provide thirty days' advance notice of revocation if I decide to revoke my consent. This consent shall terminate when the work required under the Administrative Order on Consent with U.S. EPA has been completed.

  
Signature

~~DEAN~~ - PARTNER  
Title

7-17-98  
Date

**CONSENT FOR ACCESS TO PROPERTY**

Name: JONES-GODELL CORPORATION

Address of Property: 1690 Marine View Drive

Tacoma, WA 98422

I consent to entry and continued access to property owned and controlled by me or my company, as more specifically described in the description attached to this agreement, by officers, employees and authorized representatives of the United States Environmental Protection Agency ("U.S. EPA"), and officers, employees and representatives of the Hylebos Cleanup Committee, which is performing Pre-Remedial Design Activities under an Administrative Order on Consent with U.S. EPA, for the following purposes:

To complete those tasks required for Pre-Remedial Design Activities of the Hylebos Waterway Problem Areas within the Commencement Bay Nearshore/Tideflats Site ("Site"), which may include, but are not limited to, the following:

- to conduct geophysical, bathymetric or intertidal bank surveys;
- to collect such soil, intertidal or marine sediment, surface water, groundwater and air samples, and take such photographs or other visual observations as may be determined to be necessary for pre-remedial design purposes;
- to perform such tests or studies as needed to evaluate the effectiveness of source control measures; and
- to perform studies or measurements as needed to determine the applicability of different technology

options for sediment disposal or source control effectiveness.

I also consent to entry and continued access to officers, employees and authorized representatives of the Washington Department of Ecology and the Natural Resource Trustees for purposes of overseeing Pre-Remedial Design Activities.

I will not knowingly interfere with the activities being conducted by the Hylebos Cleanup Committee, and will coordinate with EPA and the Hylebos Cleanup Committee, to the extent possible, to ensure that my operations on my property or personal property will not unreasonably obstruct access to my property or the property of third parties.

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This consent shall be effective upon my signature. This consent can be revoked by me for good cause. I agree to provide thirty days' advance notice of revocation if I decide to revoke my consent. This consent shall terminate when the work required under the Administrative Order on Consent with U.S. EPA has been completed.

  
Signature

PRES.  
Title

7-17-94  
Date